

## **SIDE LETTER AGREEMENT**

BETWEEN

THE CITY OF SAN JOSE

AND

THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL 101 (MEF)

### **Shifts for Community Service Officers I/II and Sr. Community Service Officers PILOT PROGRAM**

The City and the Union acknowledge that the MEF Memorandum of Agreement (MOA) has the following language regarding work schedules:

*7.5 The City may establish a work schedule other than Monday through Friday where the interests of, or service to, the public requires. Employees assigned to a five (5) day, eight (8) hour schedule or to a schedule including nine (9) hour days shall be given two (2) consecutive days off, and, employees assigned to a four (4) day, ten (10) hour shift shall be given three (3) consecutive days off, even though such days off are in different work weeks, except where, due to a change in the employee's work schedule, it is impossible to provide two (2) or three (3) consecutive days off, whichever is applicable. As an alternative to consecutive days off, an employee may work a schedule without consecutive days off when the schedule is mutually agreed upon between the department and the employee. Such agreements may be rescinded by the employee or the Department with reasonable notice to the employee or Department.*

Full-time employees in the Community Service Officer I/II classification (6131/6132) and/or in the Senior Community Service Officer classification (6133) in the San Jose Police Department (SJPd), hereafter collectively referred to as "Community Service Officers," currently work one of the following two (2) shifts:

- Day Shift (0630-1630 hours)
- Swing Shift (1130-2130 hours)

In recognition of the circumstances below, effective the beginning of the pay period determined by the SJPd after this agreement has been signed and executed, the Day Shift and Swing Shift for full-time employees in the Community Service Officer I/II classification (6131/6132) and/or in the Senior Community Service Officer classification (6133) will be as follows:

- Day Shift (0600-1600 hours)
- Swing Shift (1200-2200 hours)

This schedule shall remain in effect until September 9, 2017. The parties will meet and discuss the work schedule after September 9, 2017.

The parties agree that this Agreement shall not serve as precedent for future agreements related to work schedules of the Community Service Officers nor shall it be construed or implied to obligate either party to enter into similar agreements in the future. This Side Letter Agreement should not be deemed as a waiver of the City's rights and arguments regarding this matter, including whether this matter is subject to meet and confer. Nothing in this side letter shall supersede or is meant to alter any other section of the MEF Memorandum of Agreement (MOA), including but not limited to Article 5, entitled "Management Rights."

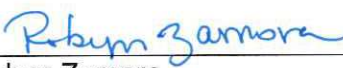
This Side Letter Agreement shall become effective when signed by all the parties below.


**FOR THE CITY:**

 10/27/16  
\_\_\_\_\_  
Jennifer Schembri Date  
Director of Employee Relations

 10/27/16  
\_\_\_\_\_  
Marco Mercado Date  
Assistant to the City Manager  
Office of Employee Relations

**FOR THE UNION:**

 10/27/16  
\_\_\_\_\_  
Robyn Zamora Date  
President  
MEF, AFSCME, Local 101

 10/27/16  
\_\_\_\_\_  
Charles Allen Date  
Business Agent  
AFSCME, Local 101